

87-673

Supreme Court U.S.  
FILED

Aug 13 1987

JOSEPH F. CRANIO, JR.  
CLERK

No. \_\_\_\_\_

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1987

CLEMENT A. ST. HILAIRE,  
Petitioner,

vs.

INTERNATIONAL PAPER REALTY CORPORATION,  
Respondent.

PETITION FOR WRIT OF CERTIORARI  
TO THE SUPREME COURT OF THE  
STATE OF MAINE

CLEMENT A. ST. HILAIRE  
725 Prospect Avenue  
Rumford, Maine 04276  
(207) 369-9926

Attorney Pro-se Petitioner

EDITOR'S NOTE

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### QUESTIONS PRESENTED

1. Was the Maine Supreme Court correct in holding that the Summary Judgment precludes a trial by Jury: Seaboard Surity Co. v Racine Screw Co., 203 F.2d 532; Judgment revised, as to a specific performance on a court Summary judgment result. Federal Civil Procedures 2492; Specific performance is a genuine material facts equitable for relief of an action, the courts exercise a sound discretion is not entitled to a Summary judgment of a matter of Law?

2. Was the Supreme Court of Maine justified by as to a trial by jury: George H. Cox v. English American Underwriters; 15235, 245 F.2d 330, Jury Key note 12; If a party has a right to a jury trial upon a possible issue of facts, the courts should be extremely cautious "that

it not be denied him. The trial judge believes that the Plaintiff can not win a Law suit before a jury, does not endow him with authority to take the place of a jury and decide hotly, contested issues of facts. A Summary judgment denied; a Summary judgment is set aside and the cause remanded for trial.

3. Was resurveying and trespassing a Breach of Contract: McFerran v. Heroux, et al; 32300, 269 P.2d 815; A Breach of Contract of a specific performance in a lease provision. Bringing an action prior to expiration of the option is the best evidence of the Plaintiff's intention and willingness to enforce. The only rights remaining to him, namely the remedial rights given by Law. Specific performance Key 57; during the agreed term

of option, the holder has the right, that the option given shall not repudiation or make performance impossible or more difficult by conveying a section to the third person which rights are enforceable by the usual judicial remedies including judgment for changes and an injunction for specific performance, with an unjust enrichment from the third paramount title. The compensation for all consequences, is measured on equity of the Law of the remaining useful life span of a grand stand?

4. Was the Supreme Court of Maine justifying as to the affirmed case of Writ of a Forcible entry detainer action, (OXF-86-518); the "Offset" of Navajo Tribe of Indians v. United States, 49692 264 FR.2d 320; The retaliatory action

brought by "Offset" on a breach of a lease, is very specific in the Navajo Indians Tribe cited case. The two claims regarding the provisions in a special act prohibiting "Offset" as stated previously, the validity of a Defendant's counter claim has not yet been determined. The Maine Revised Statues as of title 14-6001, retaliation for such a complaint of notice. No writ of possession shall issue in the absence of rebuttal of the presumption of retaliation?

5. Were the Justices, (Majesties), correct in stating that there was no Stay of Action existing: Navajo Indian Tribe v. U.S., 46962, 264 FR.2d 320; Rules of Civil Procedure; judgment upon a mulitple claim, Rule 62(h), 2909;

A stay of judgment upon mulitple claims.

An appeal to the Supreme Court is an automatic Stay of Action. The entitlement to the presumption of validity and any party seeking a stay bears the burden of showing that the decision was erroneous, and that the implication of the judgment appeal would lead to an imparitable harm, (The writ of the Cottage's economics)

Graves v. Barnes, 1972, 405, U.S., 1201, 3LED.2d 769?

6. Were the Justices at the Maine Supreme Court correct to allegedly state that there were No Contracts: Bartell, et al v. Senger, et al, No. 4, 155 A. 174 M.D.: Covenant Key Note, Landlord Tenant 47: "Covenant" v. "Condition": In that of a Breach of Covenant merely gives the right to maintain personal action. Breach of

Condition works forfeiture. The pre-emptive specific lease dimensions, can not be withdrawn by the Key Note 47, Landlord Tenant of a condition subsequent, of a lessor are strictly construed as a breach of pre-emptive covenant. A condition preceding is to be performed before the agreement of a contract.

A condition subsequent is a happening which is to defeat a cause of action and to terminate a contract with the liability of the lessor to the leasee. The burden of proof rests on the party at claim, portions of the property to a third paramount title. Shcmidt v J.C. Robinson Seed Co., 370 N.W. 2d; McFerran v. Heroux, et al, 32300, 269 P.2d, 815; Specific performance of a lease, with a recorded bench mark survey. PCK Properties Inc. et al, v. City of Cuyahoga Falls, 176

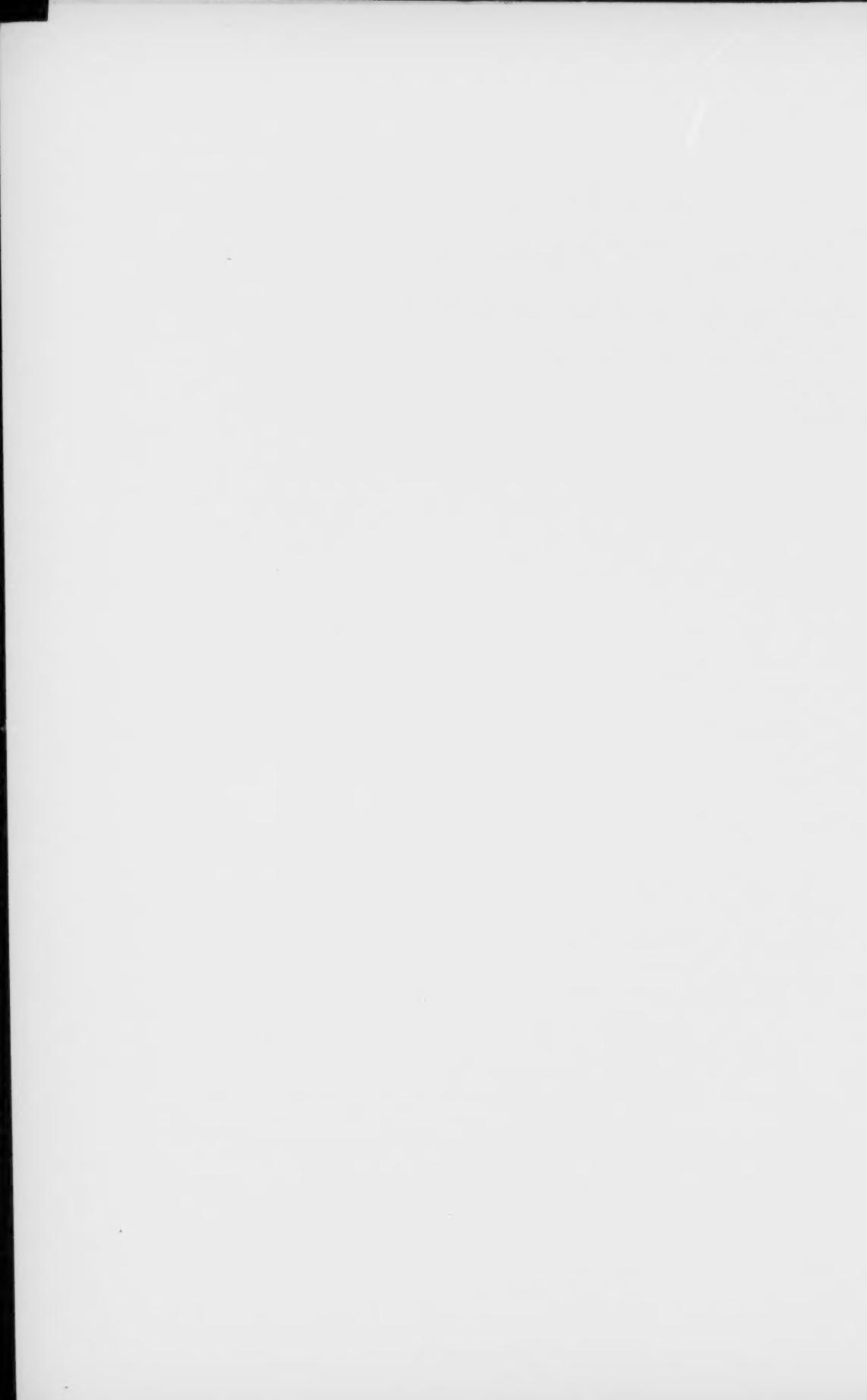
N.E. 2d 44, Condition subsequent; the right of reentry reserved in a case of condition subsequent or provision for automatic termination which was created as a "determinable fee simple" is an estate created with special limitations which delimits duration of estate in land, which automatically terminated through a Breach of Condition?

7. As to Article 76(a): in reference to the frivolous claim of the Maine Supreme Court, 75(a): Askings v. Overholser, 9565, 170 F.2d 815; In refernce to the Forcible entry procedure; as to the agreed statement for review, the majesties should not deny with prejudice. Rule 76 provides, records in an appeal shall not be denied. The adequate records of review can not be refrained by majesties or they will not

be an adequate brief for review. The question is, whether there is a duty upon the Courts to release the adequate records, majesties shall not deny.

8. Was the Maine Supreme Court correct in failing to recognize the proper essence of the twelve month contract termination date of May 31. Where the original three year contract lease, commenced on June 1, 1983, with a proper termination date of May 31, 1986. The oversite of the Supreme Court of the forcible entry detainer served on May 5. Hob Tea Room v Miller, 89A.2d 851; Delaware, The honest mistake of both parties, the formal terms of the instrument fails in some material respect to conform to such an agreement. A clear and convincing evidence free of doubt. The parties had

then in mind a three year contract, when the lease was executed, and that no questions of fraud were raised by evidence. Proper contract date ending was May 31, therefore, the forcible entry detainer was not a legal standing.



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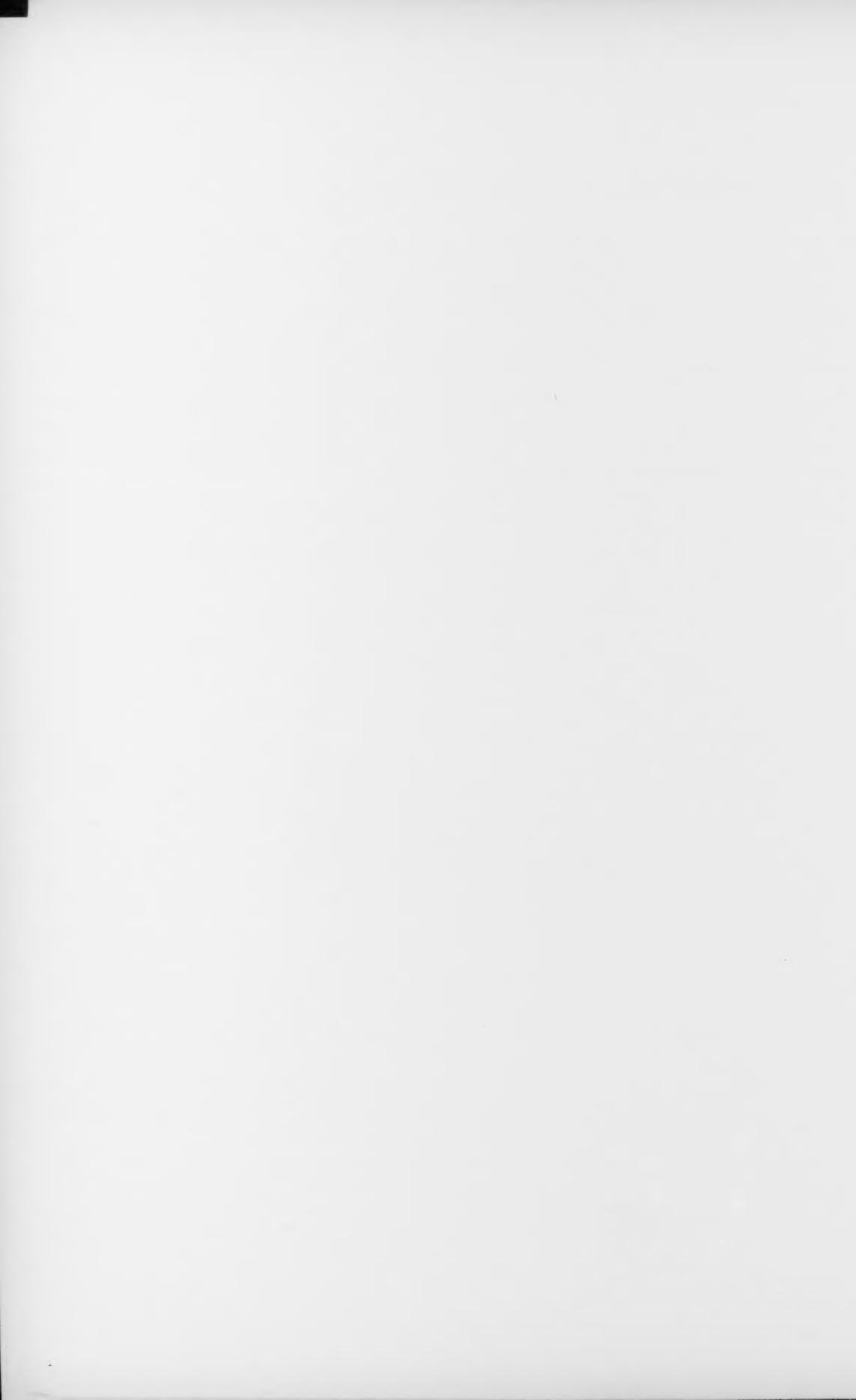
AFFIRMATION OF ACKNOWLEDGEMENT

I, Clement A. St. Hilaire,  
as personal Counsel and Pro-se, due  
affirm that as a Pro-se, Counsel of this  
Court, I will conduct myself uprightly  
and according to Law, and that I will  
support the Constitution of the United  
States.

Dated: August 27, 1987

  
Clement A. St. Hilaire  
725 Prospect Avenue  
Rumford, Maine 04276

Pro-se Petitioner



No. \_\_\_\_\_

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IN THE  
SUPREME COURT OF THE UNITED STATES

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October Term, 1987

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CLEMENT A. ST. HILAIRE,

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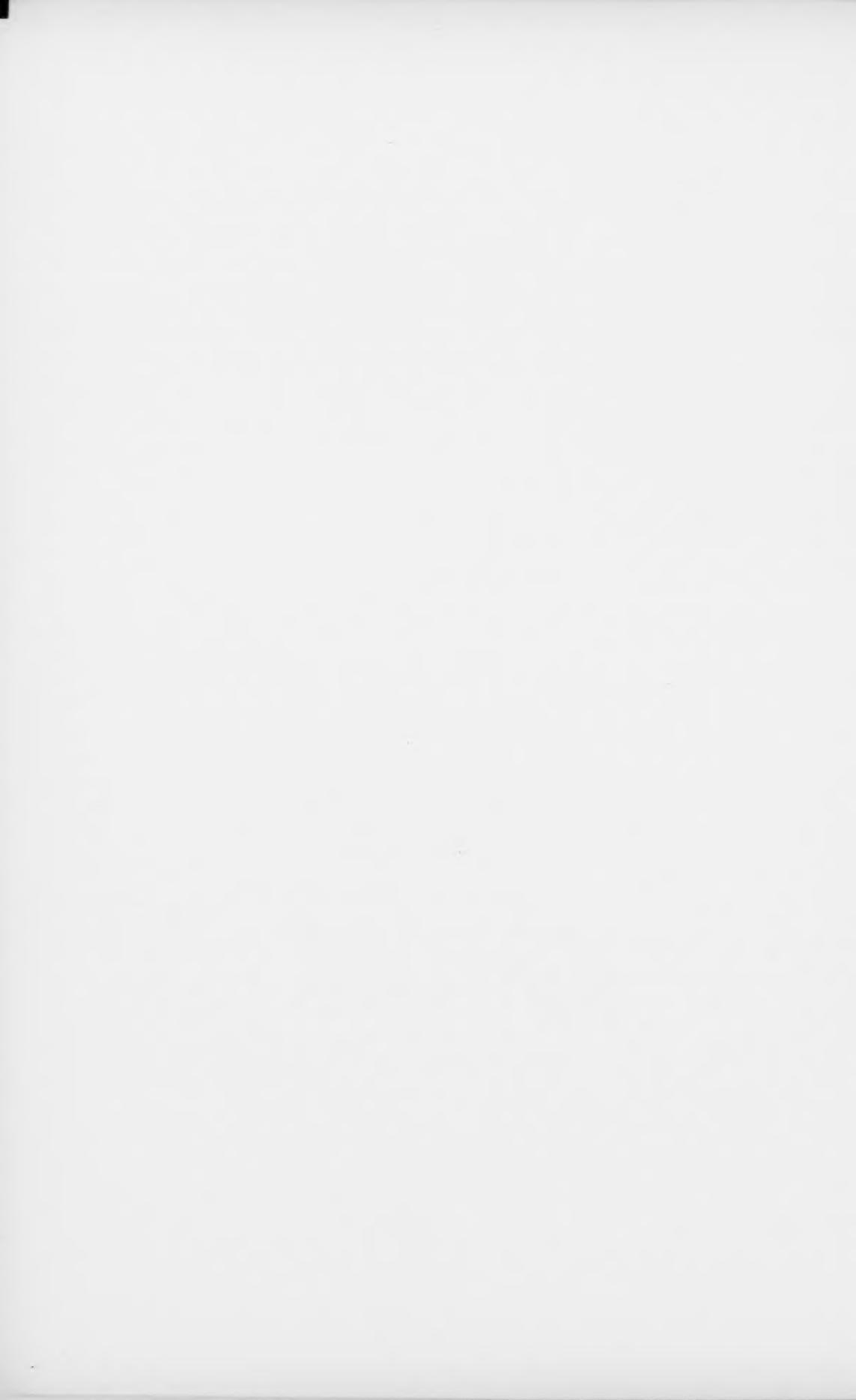
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PETITION FOR WRIT OF CERTIORARI  
TO THE SUPREME COURT OF THE  
STATE OF MAINE

---

CLEMENT A. ST. HILAIRE  
725 Prospect Avenue  
Rumford, Maine 04276  
(207) 369-9926

Attorney Pro-se Petitioner



### STATEMENT OF THE CASE

On May 16, 1980, St. Hilaire purchased through a grantor, a cottage on the West Shore of Garland Pond, Byron, Maine, on leased land of the International Paper Company, Exhibit 1, recorded on May 20, 1980 in the Registry of Deeds. Proof of the recording by the IP was Wilbur and Maxine Gilbert's, Book 1017, Page 097, Exhibit 31, with specificness of the surveyed plan. Through the conveyance of the sale of the cottage, the International Paper Company secured the Sportsmen's Land License agreement for three years, commencing on June 1, 1980 with a termination date of May 31, 1983, Exhibit 1. The covenant consist of legal boundaries and legal descriptions and the conveyance of the original survey made by IP in the year 1940. The two

specific lots W41 & W42 are specific in size, runs South at 85° with a 100 foot frontage, West at 85° with a 102 foot depth and a 5° East with a 100 foot width. This consist of a three year lease. On April 18, 1983, an amended document (Exhibit ) of the Sportsmen's Land License, was altered and modified and amended to read Sportsmen's Land Lease (ME # 2099-SL to their author). The new three year commencing date was as of June 1, 1983 and was supposedly to terminate on May 31, 1986. The IP amended their "Sportsmen's Land Lease" to ME # 2099-SL to their author, on April 18, 1983, effective through May 1, 1986. (Their clerical errored date of May 1, 1986 was expressed in an invoice for 12 consecutive months as of June 1, therefore shoudl have terminated on

May 31, 1986. To confirm the original amendment, for three periodic years as of June 1, 1983 to the termination date of May 31, 1986.) The IP formed a foreign corporation, the IPRC, and transferred their limited rights and recorded it February 29, 1984, (a quick claim deed). The plan survey of the Westshore land at Garland Pond entitled "Land of International Paper Realty Corporation, Garland Pond Project in Byron, Maine," was drawn up by Philip Reed, ILS, dated November 1983 and recorded in the Oxford County Registry of Deeds, Map 2067. As a foreign corporation recording land before the transfer date of ownership, which was February 29, 1984, is in violation of the "Race Notice Law"

Facts Presented of Constructive Notices:

The Parent Company

American Realty Corporation, had surveyed and subdivided all lots at Byron on the water front to lease frontage to conserve taxed dollars. In 1940, maps were found in the county recording seat, Book 423, Page 605. The courts are based on the intent. Proof of intent was their Sportsmans Lease, and they recorded all bearings being Magnetic North, in the year 1940.

In the year 1941, American Realty Corporation Parent Company, merged with the International Paper Company. All lots surveyed as property recorded at the county seat, 1941, Book 380, Page 560. On September 31, 1941 they Quit Claimed all properties.

In the year 1949, all lots at Garland Pond, Byron, were resurveyed and all metes and bounds were reaffirmed correct as proper camp lots by H. Michaud, surveyed lots leased all compasses bearing Magnetic North of the year 1949, on their lease.

In the year 1963, all lots at Garland Pond, Byron, were resurveyed again acknowledged in the Sportsmans Lease as to the same metes and bounds. The International Paper Company had recorded the lease, Book 1017, Page 097, all compasses bearing Magnetic North of the year 1963.

The International Paper Realty Corporation has resubdivided all lots again and moved monuments of metes and boundaries. The International Paper Realty Corporation had ignored the tenant purchased lease rights from Grantor and

had changed all lot numbers which will interfere with the mortgage rights on bill of sales and loans.

Statues of the Maine Constitution, with respect to the monuments of metes and bounds MRS Title 14-7554, within a development are in violation of movements. The lease had been increased to \$175 yearly paid by May 30, therefore, the size was decreased by the first of July 1984, is in Breach of a Contract. Kelly v Kelly 23 ME 192.

Thus, the IPRC had confirmed their twelve month invoice lease number IPRC-2099, invoice number 8508 dated June 1, 1985 of a termination concerning your lease ending May 31, 1986. This was certified by Paul G. Lawlor, Jr., Manager, as lot 12.

The Exhibit proof presents facts to the court that the lease bars the IPRC of "Action under the statue of fraud" as to termination filed a forcible detainer action against the Appellant on May 5, 1986, was retaliatory prior to the termination of the lease.

The resurvey done in July 1984 by IPRC was a forcible entry of actual eviction by the landlord without an expressed consent or implied he is a trespasser, this is an Actual Eviction, deprives the beneficial enjoyment of the premises. The covenant for quiet enjoyment is breached by an eviction. "Actual Eviction" wrongfully deprives of a tenants possession.

The July 5, 1984, resurvey reduced and demised lot W41 and W42 of the frontage by 18 feet and transferred

the 18 foot frontage and full new increased depth to abutting land owners, also, on the south side demised 1 foot by 2000 feet in depth the 1 foot front by 5° rear to abutter owner. Therefore, diminished the value and use of the lease and future purchase. Uniform Code Title 11-10106, the aggrieved party thus the Larson court said:

"The test for determining the sufficiency of proof was whether there were sufficient facts establishing proof of damages with reasonable certainty."

American Law Reports, 117

A.L.R. 1091;

Instruments with a grant of a certain quantity of land is made, to be thereafter located within certain limits, the first rightful location of it upon the earth, within those limits, determines forever its extent and bounds. One who, prior to

the grantee's exercise of a right of selection, purchases the premises from the grantor, under notice of such right, takes title subject thereto. Turner V Hunt (Texas) (reported herewith) ante, 1066. W.W. Allen

Maine Real Estate Law, Page 88,

Actual Eviction of a Lease Holder Estate:

The tenant may remain in possession to seek relief, if the tenant has been deprived of his Quiet Enjoyment, and full possession of the leased land. Actual Eviction takes place when the landlord wrongfully deprives a part of the leased premise. The tenant may bring an action and may bring suit for damages for a breach of covenant for quiet enjoyment. "The landlord can not apportion his own wrong."

IPRC has an encroachment of the privy tank on the leased land. "The Law states liability for the whole rent is suspended during the continuance of

the encroachment". The Plaintiff, Appellant, has been breached by an actual eviction. Therefore, "the tenant may retain possession and may remain and pay no rent whatsoever as long as partial eviction continued with the encroachment." Substantially interferred with a third party paramount title (an eviction by paramount title is a breach of covenant).

McFerran v Heroux 269 P. 2d

815:

As soon as a party to a contract breaks any promise he has make, he is liable to an action. The Plaintiff would not get substantially what he bargained for. The Plaintiff is entitled to damages which will compensate him for all the consequences which naturally follow the breach. Damages he will probably suffer in the future. If the cause of action has occurred, the fact that the damages or

all of them have not yet been suffered is not bar in any form of action to the recovery of damages estimated on the basis of full compensation. He chose not to terminate the lease but to continue it, and to sue for the loss of the option right which was a major part of the consideration for the lease. This he had the right to do. 5 Corbin on Contracts 3, § 990. In the eyes of the law the recovery of damages makes a Defendant whole for loss of injury suffered.

Leased land year to year is called an Estate for Years. This Estate for Years, coupled with interest. With cottage affixed to the land, the tenant has a sole and exclusive rights and authority for a special condition of purchasing rights of the land.

ARGUMENT

POINT I:

THE DENIAL OF AN APPEAL  
BY JUSTICE THOMAS  
DELAHANTY OF A SPECIFIC  
PERFORMANCE IN A BREACH  
OF CONTRACT AND THE DENIAL  
OF A TRIAL, AS RESULTS OF  
THE SUPERIOR COURT'S  
ORDER OF A SUMMARY JUDGMENT.

Under my Constitutional Rights  
as of the Constitution of the United  
States of America under Article VII of  
the Judicial Branch of a Right of Trial  
by Jury:

In suits at common law  
where the value in  
controversy shall exceed  
twenty dollars, the right  
of trial by jury shall be  
otherwise reexamined in any  
court of the United States  
than according to the  
rules of the common law.

A Summary Judgment under docket  
number OXF-87-17, under Rule 56C, The  
Federal Civil Procedure 2463:

The Summary Judgment  
should be used sparingly  
in all cases and it is

only with great caution and soul searching that such a motion should be granted under the Federal Civil Procedures Rule 56C. (Procedural 56C) Contending that there are no genuine issues as to any material facts.

If theres no material facts of value and no matter of law, then the conclusion should be a Summary Judgment, However, in the presiding case, the retaliatory measure of the forcible entry detainer was granted by the courts with an order, left hand to the law, and with the loss of a cottage, equitable value of over \$20,000. Therefore, how can you conclude a Summary Judgment.

## POINT II

THE ALLEGED COURT ORDER STATES THAT THEY COULD NOT PROPERLY CONCLUDE, THAT THERE WERE NO CONTRACTS BETWEEN THE PARTIES THAT DENIED THE DEFENDANT RIGHTS TO RESURVEY.

A pre-emptive condition is a covenant, upon entering a contract. A condition subsequent, is a happening, after the pre-emptive right.

Condition subsequent Key 47:

Thus, to say in one hand: to elaborate on the specific covenant which was Breached by the resurvey. It is erroneously "gauch" to say with ambiguous terms in language of the Sportsmen's Lease] any purpose whatsoever [as a condition subsequent to be able to nullify the original contract covenant. Where the condition subsequent is a breach of works for forfeiture.

Contract language can not express provisions in an instrument conveyed] an on the otherhand [use words of conditions subsequent to retract the conveyance or convey to a third party,

portions of instruments description. The result makes a proven defense in all legal and equitable enrichments. The quasi contract is granted to prevent the unjust enrichment of one party at the expense of another. St. Hilaire therefore concludes the facts presented by Justice Thomas Delahanty are matters of concept of the Law of Fraud.

Pettengill v New Hampshire

Insurance Company 270 A.2d 883:

Count 1:

Fraud arising restitution on the equitable principle based on one shall be allowed to unjustly enrich himself at the expense of another and have evidence.

Count 2:

Fraud, the act of wrong doing set forth by the lessor allowing a breach of the conveyed right to a third party.

American Law Institute:

In general, a regulatory statue, the fact expressed in one or more terms agreed upon enough of itself to defeat another wise adequate agreement, rather commerical standard on the point of "Indefiniteness" are intended to be applied. The term: (all times for any purpose whatsoever), Frauds the issue; this was not the intent to the Contract. Does not purport reasonable terms of certainty, which was the meeting of the minds.

The conditions were subsequent and the covenant was a matter of dispute of material facts as a matter of law on the boundaries. After having been granted two consecutive orders of a trial by jury. It was quite evident of the facts that genuine issues were a question of law. On October 10, 1985, Justice Carlo Bradford honored a trial by jury. On December 13,

1985, Justice Thomas Delahanty ordered a trial by jury. On June 25, 1986, a motion was filed for a demand for a trial by jury which was precluded after an amended summons which was demanded by Justice Thomas Delahanty. On July 29, 1986, Justice Thomas Delahanty ordered a trial by jury. On September 5, 1986, the order for a trial by jury was supported. The final order placed on January 6, 1987, of a Summary Judgment was an unjust decision of discretion exercised with no genuine issues as to substantially support the Summary Judgment as to the equitable grounds for relief was a paramount title as of an eviction interfered by the expressed constructive notices of partial portions of the original covenant conveyed to the abutters. The third party paramount title, (evictions by paramount title).

Beckwith v Rossi 175 A.2d

732:

Substantial facts preclude a Summary Judgment, as to the quiet enjoyment to the covenant of the land under the old rule of court. In the affect brought suit in a trespassing claim trial judgment is a matter of Law.

Cox v. English American

Underwriter, 245 F.2d 330:

A trial judge may be misled into believing a Summary judgment is a quick solution of the problem. But this highly affective devise should not be used as a substitute for a trial on the facts of law. The Plaintiff is entitled to a trial by jury. Summary Judgment is to be set aside. The order is denied and reversed.

Appellant so states, the original Sportsman's Land License Lease

was originated with the original conveyance with Specific boundaries surveyed made in 1940.

The Retaliatory Foreclosure Writ of Possession which was resulted in retaliatory action by the International Paper Realty Corporation as Plaintiff and Clement A. St. Hilaire, as Defendant, of a breach of contract. Awaited results of the Law Court.

An Automatic Stay of Action, under Federal Civil Rules of Procedure are rendered when there is a mulititude of claims resulted from the same principles of issue.

The Automatic Stay of Action was acknowledged in November of 1985. Where the Appellee, responded and recognized. The Exhibit order is attached, dated November 25, 1985, which was ordered

by the Law Court, but not recognized. The retaliatory claim which resulted in a Law Court Supreme Judicial Court setting, Docket No. OXF-86-518, which was appealed in the Maine Law Court resulted from the Oxford County Supreme Court of Maine, (Civil Action) CV-86-114, of an appealed action from the District Court Eleven of Maine, docket No. 86-CV-88. Law Court decision made on May 18, 1987.

The on going case of the breach of contract, was filed in October of 1985, in the Superior Court with the same issue at hand.

The above statis, is a request to the Courts to review the Law Court's decision and the following statements in their order of MR CiVP rule 76(f): The newly imposed Law of Frivolous Claims.

I have found the courts in the overly used abuse as to frivolous claims, that represent an equitable retaliation within suits, upon large corporations and will they always be resulted in no merits of issue?

When there is a clear argument of genuine material facts as to the above case that were resulted into a Lower Court decision. The right to resurvey was contrary and a breach of a pre-emptive warranted rights given by the lessor as to the dimensional usage within the contracted lease.

I hereby, enter my appearance to the Supreme Court of the United States for review.

CONCLUSION

For the foregoing reasons, a Writ of Certiorari should be issued to review the judgment and opinion of the Maine Supreme Court.

Respectfully submitted,

Clement A. St. Hilaire  
725 Prospect Avenue  
Rumford, Maine 04276  
(207) 369-9926

Pro-se Petitioner

CERTIFICATE OF SERVICE

STATE OF MAINE        )  
                         : ss.  
COUNTY OF OXFORD    )

COMES NOW Clement A. St.  
Hilaire, and after having been duly  
sworn, states as follows:

1. I am not a membeber of the  
Bar of the Supreme Court of the United  
States, but a Pro-se.

2. That on July 31, 1987, I  
deposited 40 copies of the foregoing  
Petition for Writ of Certiorari to the  
Supreme Court of the State of Maine in  
the United States Post Office to the  
Clerk of the United States Supreme Court,  
Washington, D.C., 20453, first class  
postage prepaid, such filing was timely.

3. That on July 31, 1987, I  
deposited 3 copies of the foregoing  
Petition for Writ of Certiorari to the

Supreme Court of the State of Maine in  
the United States Post Office located  
at Rumford, Maine, addressed to James  
E. Tierney, Maine State Attorney General,  
and Philip Ahrens, Assistant Attorney  
General, State House Station #6, Augusta,  
Maine, 04330, postage prepaid. Copies  
also forwarded to: Robert G. Fuller, Jr.,  
77 Winthrop Street, Augusta, Maine,  
04330, Paul Lawlor, Manager of the  
International Paper Realty Corporation,  
9 Green Street, Augusta, Maine, 04330,  
and The Clerk of the Law Court, James  
C. Chute, P.O. Box 368, Portland, Maine  
04112.

*100-165*  
CLEMENT A. ST. HILAIRE  
Pro-se Petitioner

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_\_ day of October 1987.

NOTARY PUBLIC, Residing  
at Auburn, Maine

My Commission expires: -25-

## APPENDIXES



APPENDIX "A"



FOR PUBLICATION

IN THE SUPREME COURT OF THE  
STATE OF MAINE

---

CLEMENT A. ST. HILAIRE,

No. OXF-87-17  
No. 4479

Plaintiff-Appellant

F I L E D  
July 6, 1987

vs.

INTERNATIONAL PAPER REALTY CORP.,

James C.  
Chute, Clerk

Defendant-Appellee

---

MCKUSICK, C.J., Justice:

PER CURIAM

The Plaintiff, Clement A. St. Hilaire, appeals from a summary judgment entered for the Defendant, International Paper Realty Corporation, in Superior Court (Oxford County) in his action asserting that the Defendant breached a contract between them and, while resurveying a certain lot on Garland Pond, in Byron, committed a trespass

against him as well. He further alleged that the Defendant violated a stay of this action.

Upon the record before it, the Superior Court could properly conclude that there was no contract between the parties that denied the Defendant a right to resurvey, that the Defendant did not trespass and that no stay of proceedings had been ordered by any court whatsoever.

We conclude, therefore, that the Plaintiff's appeal is frivolous. Accordingly, we impose sanctions upon him pursuant to M.R. Civ. P. 76(f) because the Plaintiff's appeal has increased the cost of, and delayed, this litigation while also serving to dissipate the time and resources of this Court.

The Judgment is affirmed.

Treble costs awarded to Defendant

WE CONCUR:

Nichols, Justice

Glassman, Justice

Scolnik, Justice

Clifford, Justice



APPENDIX "B"



FOR PUBLICATION

IN THE SUPREME COURT OF THE  
STATE OF MAINE

---

INTERNATIONAL PAPER REALTY CORP.,  
No. OXF-86-518  
Plaintiff-Appellee No. 4437  
F I L E D  
May 18, 1987

vs.

CLEMENT A. ST. HILAIRE,  
James C.  
Defendant-Appellant Chute, Clerk

---

MCKUSICK, C.J., Justice:

PER CURIAM:

Clement A. St. Hilaire, appeals  
from the judgment of the Superior Court,  
Oxford, County, affirming the judgment for  
International Paper Realty Corporation,  
(IPRC), entered by the District Court,  
Rumford, in the action by IPRC against  
St. Hilaire for forcible entry and  
detainer pursuant to 14 M.R.S.A. §(1980

& Supp. 1986). We hold that St. Hilaire's appeal is frivolous, and accordingly we affirm the judgment of the Superior Court and impose treble costs pursuant to M.R. Civ. P. 76(f).

After a hearing on the forcible entry and detainer action brought by IPRC against St. Hilaire, the District Court found that IPRC owned the property occupied by St. Hilaire and that St. Hilaire's possessory rights to the property had terminated, and entered judgment for IPRC. The Superior Court affirmed the judgment of the District Court, and St. Hilaire has appealed.

We have repeatedly stated that the appellant has the burden of providing the reviewing court with a sufficient record to allow adequate consideration to be given arguments

advanced on appeal. See International Silver Co. v. DiGirolamo, 475 A.2d 1143, 1144, (Me. 1984). In the instant case St. Hilaire did not furnish to the Superior Court any transcript of the proceedings before the District Court or provide any other record authorized as a basis for review by M.D.C. Civ. R. 75(c) or (d). In the absence of any such record, the Superior Court properly held that it must assume that the trial court made its findings based on evidence sufficient to support its decision and affirmed the judgment of the District Court. Id. at 1145.

Sanctions may be imposed when we find an appeal is frivolous or has been instituted primarily for the purpose of delay. M.R. Civ. P. 76(f) (1986): see Olson v. Albert, \_\_\_\_ A.2d \_\_\_\_ (Me.

1987); Folsom v Great Atlantic & Pacific Tea Co., 521 A.2d 678 (Me. 1987). After a review of the brief of St. Hilaire, we conclude that his appeal is frivolous and we impose sanctions pursuant to M.R. Civ. P. 76(f). This appeal has "increased the costs of and delayed the litigation and served to dissipate the time and resources of this court."

Folsom v The Great Atlantic & Pacific Tea Company, 521 A.2d 679 (Me. 1987).

Since IPRC has not asked for sanctions, we order only treble costs to be paid.

The Judgment was affirmed.

The defendant shall pay treble costs to the plaintiff.

WE CONCUR:

Glassman, Justice

Roberts, Justice

Wathen, Justice

APPENDIX "C"



FOR PUBLICATION

IN THE DISTRICT COURT OF THE  
STATE OF MAINE

---

INTERNATIONAL PAPER REALTY CORP.,

No. 86-CV-88

Plaintiff-Respondent,

F I L E D

vs.

June 25, 1987

CLEMENT A. ST. HILAIRE,

Trudy T.  
DeSalle, Clerk

Defendant-Appellant.

---

STATE OF MAINE

DISTRICT COURT

Division of No. Oxford

Location Rumford, ME

Docket No. 86-CV-88

INTERNATIONAL PAPER REALTY  
CORPORATION,

Plaintiff

vs. WRIT OF POSSESSION

CLEMENT A. ST. HILAIRE,

Defendant

To the Sheriff of Oxford County or any of  
his Deputies:

Whereas in the District Court at  
Rumford, County of Oxford said Plaintiff on

July 7, 1986, recovered judgment against said Defendant in this action for possession of certain real/personal property described as follows:

A seasonal camp situated on premises owned by Plaintiff and located in Byron, Maine, and described in deed from International Paper Company to International Paper Realty Corporation dated February 29, 1984, recorded in Oxford County Registry of Deeds, Book 1250, Page 75.

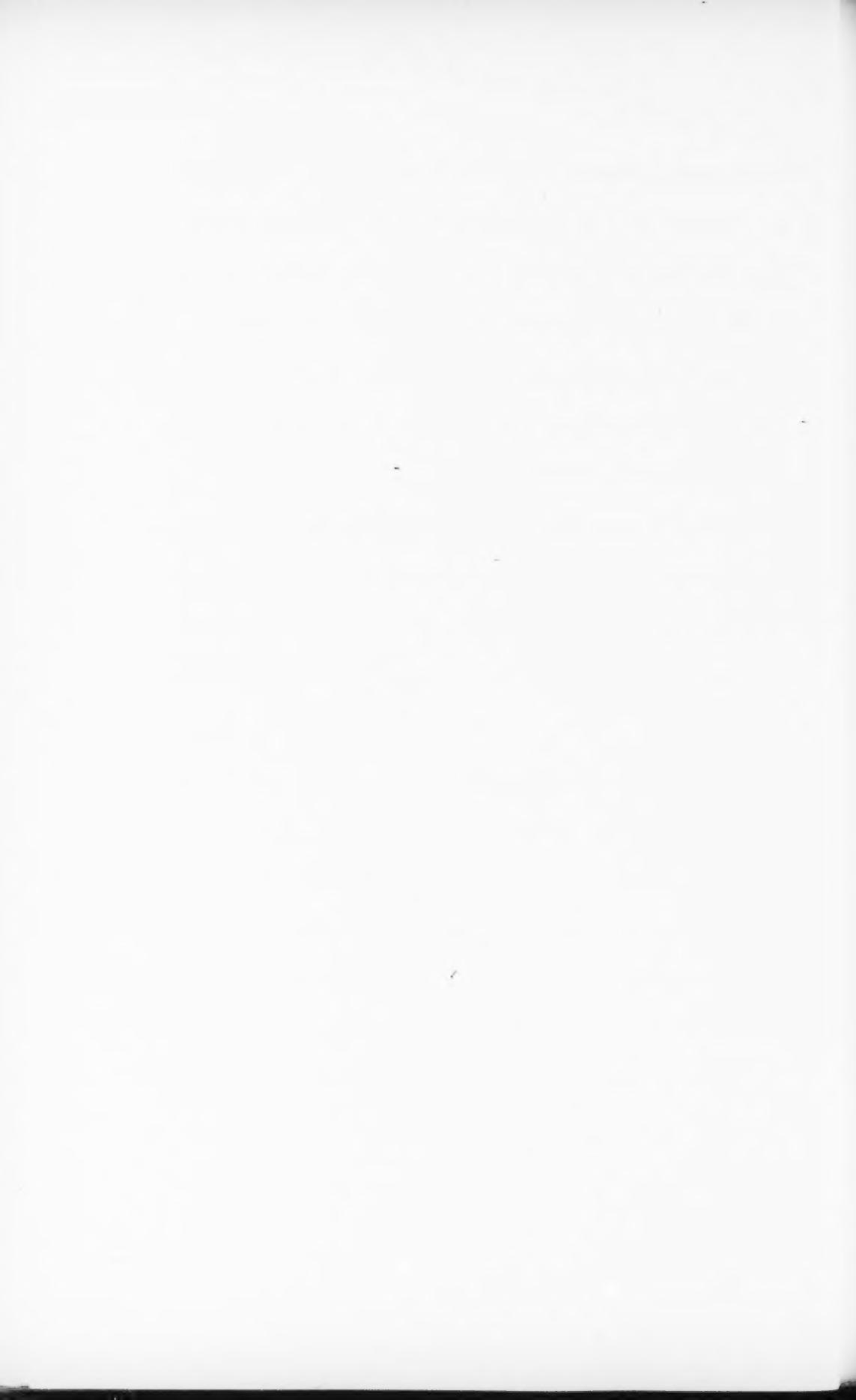
and for the sum of \$64.47 in costs of suit, as appears of record, we command you, therefore, that without delay you cause said Plaintiff to have possession of said personal property as against said Defendant.

We also command you that of the goods or chattels of said Defendant within your precinct you cause to be paid and satisfied

unto said Plaintiff at the value thereof  
in money the aforesaid sum together with  
Two Dollars more for his Writ, and thereof  
also satisfy yourself of your own fees,  
and make return of this Writ with your  
doings thereon within one year from the  
date hereof.

This Writ is issued this 25th day of June,  
1987.

Trudy T. DeSalle,  
Clerk



FOR PUBLICATION

IN THE SUPREME COURT OF THE  
STATE OF MAINE

---

CLEMENT A. ST. HILAIRE,

No. 85-400

Plaintiff-Respondent,

DECIDED:

March 12, 1986

vs.

INTERNATIONAL PAPER REALTY CORP.,

James C.

Defendant-Appellant.

Chute, Clerk

---

NICHOLS, Justice:

MEMORANDUM OF DECISION

Clement St. Hilaire appeals from an order of the Superior Court (Oxford County) dismissing his petition for review of the Board of Environmental Protection's approval of the International Paper Realty Corporation's subdivision application.

The record discloses that the Superior Court properly dismissed plaintiff's petition because the allegations contained therein show no basis for the granting of

any of the type of relief available in a review of an administrative decision pursuant to 5 M.R.S.A. §§ 11001-11008 (1979 & Supp. 1985-1986) and Rule 80C of the Maine Rules of Civil Procedure.

The entry is: Judgment  
Affirmed.

ALL CONCURRING:

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Justice Roberts,

---

Justice Violette,

---

Justice Wathen,

---

Justice Glassman,

---

Judicial Justice Scolnik

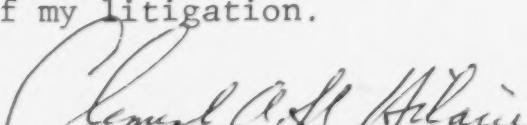
July 24, 1987

James C. Chute  
Clerk of The Law Court  
Supreme Judicial Court  
P.O. Box 368  
Portland, Maine 04112

RE: International Paper Realty  
Corporation v Clement A.  
St. Hilaire; Docket No.  
OXF-87-17

Dear Mr. Chure:

I have enclosed a Request Motion  
to Review the Summary Judgment. I would  
appreciate highly, if this could be re-  
viewed. Thank you for the Courts time and  
acknowledgment and I fully appreciate the  
accommodations of the Clerk of Courts and  
all Secretarial assistance received from  
your office, as to have accommodated me  
in the process of my litigation.



Clement A. St. Hilaire  
725 Prospect Avenue  
Rumford, Maine 04276



FOR PUBLICATION

IN THE SUPREME COURT OF THE  
STATE OF MAINE

---

CLEMENT A. ST. HILAIRE, No. 87-17

Plaintiff-Respondent,

vs. FILED July 7, 1987

INTERNATIONAL PAPER REALTY CORP.,

James C.  
Chute, Clerk

Defendant-Appellant.

REQUEST MOTION TO REVIEW THE

SUMMARY JUDGMENT: JUDGMENT AFFIRMED

The Plaintiff request the Courts  
to review the Law Court results on a  
Summary Judgment.

Under Rule 56C, The Federal  
Civil Procedure 2463:

The Summary Judgment should be  
used sparingly in all cases and  
it is only with great caution  
and soul searching that such a  
motion should be granted under  
the Federal Civil Procedures  
Rule 56C.

(Procedural 56C) Contending that  
there are no genuine issues as  
to any material facts.

How can it be said in one hand there were no material facts of issue, when the issue of the material cottage was granted under a Writ of Foreclosure caused by the original claim, a Breach of Contract. Which resulted in the Lower Courts primarily in retaliation in conforming with their violation to the Breach of Contract.

The Material fact is a genuine issue that was a result of retaliation that imposes a matter of Law and that defends the defended in his Writ of title. As Plaintiff, on the other hand, definately can compose a genuine material fact of issue which can not entitle the Summary Judgment as a matter of Law. The burden of proof had rested upon the Plaintiff and the Writ of possession is a public notice of proof.

As to a Frivolous Claim,

Webster's Century Dictionary Cyclopediæ:

Frivolous being a worthless claim; little weight worth of importance; and not worth notice.

The Uniform code of instruments title 11-7:

A party with purchase has notice.

The cottage lost with a Writ of Possession in the lower Courts, is a resulted genuine issue of material fact. It is gauch to say a Conclusion of Law, of the position taken by the Courts of a Summary Judgment is partically inappropriate.

A Summary Judgment should be resulted with great caution and soul searching, and before such motion should be granted by any Court.

The recent decision has set a precedent of Law, that the courts do not separate the knowledge of contracts as to the pre-emptive warranty covenants of a lease, that the lessor can retain the rights with small wording to nullify the

original descriptive covenant of dimensional usage. However, the precedent set forth was against all principles of the Uniform Code (11-7) of establishing covenants within the contract rights. Where the addresser of a contract under a bilateral agreement should be bound by the original pre-emptive agreement, and never have subsequent small wording to nullify his standings. Where the opposite party (Plaintiff), has kept up with all material issues within the contract rights, before the Breach of Contract was resulted by the lessor.

As Appellant, Plaintiff, I clearly understand the results as to the Brief and Appendix not properly being read and understanding the issues and material facts at hand. As to the results given by the Courts, I can clearly see, under

the principles of justice with a resulted Law Court decision of this nature, setting such a precedent to feed the left hand of the Law, this is why there are so many suit cases in litigation that were carried through with the left hand to the Law.

This cited Breach of Contract case and Foreclosure case were not the result of justice, had they been under a trial by jury of peers would have rendered the Summary Judgment unjust.

The left hand of Law presented, will feed all lessors within leases a legitimate citation of superiority over the leasee holders, of land or Condominium Owners. We should rest this case as to distinguish the proper guidelines of contracts. If they are bilateral, whether pre-emptive in agreement and the subsequent happenings of the contractor, should not be left to bear wordings such as for any

purpose whatsoever, within there contracts to leave the lessee at a disadvantage when the lessee is within his contract rights with an exchange for equitable funds. The Plaintiff was more interested in yielding a warranty deed of the exact dimensional description as retained in the lease with no Revertor Clause and rights reserved with the ability to have easements to retain the electrical rights, to later provide the efficiency and having the ability for a proper septic and white water disposal. And the ability of having the rights retained to drill a well, for water supplies, and to retain the cottage with No Revertor Clause as to the land. Which is normal in purchasing rights of a piece of property, which is all been denied from me, with a Breach of my rights and the use of the cottage, and a duress position of purchase.

M.R.Civ.P. 76(f): The newly imposed Law of Frivolous Claims. I have found the courts in the overly used abuse as to Frivolous Claims, that represent an equitable retaliation within suits, upon large corporations and will they always be resulted in no merits of issue?

When there is a clear argument of genuine material facts as to the above case that were resulted into a Lower Court decision. The right to resurvey was contrary and a Breach of a pre-emptive warranted rights given by the lessor as to the dimensional usage within the contracted lease. I rest my case.

*Clement A. St. Hilaire*  
Clement A. St. Hilaire  
725 Prospect Avenue  
Rumford, Maine 04276

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FOR PUBLICATION

IN THE SUPREME COURT OF THE  
STATE OF MAINE

---

INTERNATIONAL PAPER REALTY CORP.,

No. 87-17

Plaintiff-Respondent,

vs.

CLEMENT A. ST. HILAIRE,

Defendant-Appellant.

F I L E D  
July 28, 1987

Vincent L.  
McKusick,  
Chief Justice

---

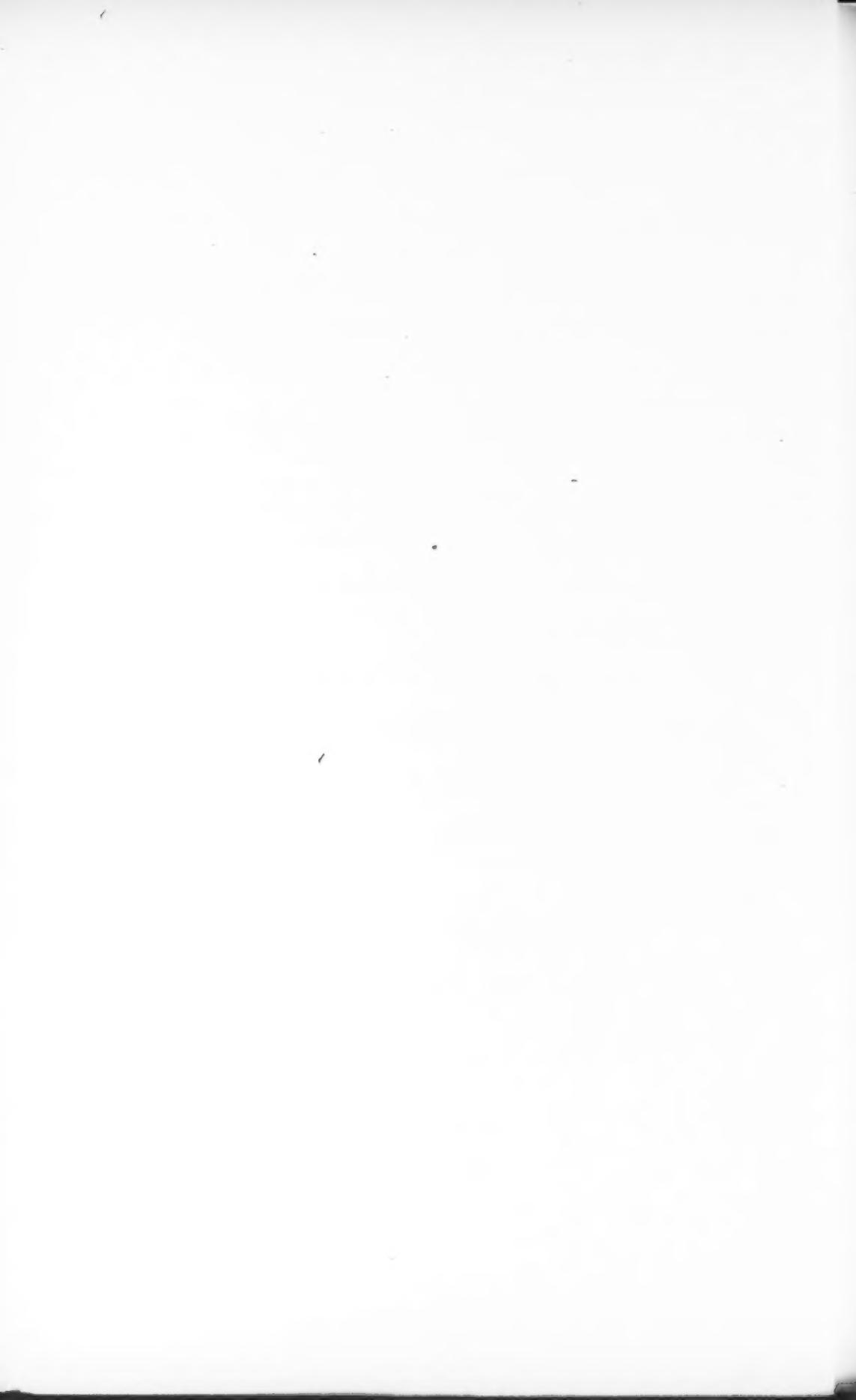
MCKUSICK, Justice:

Upon appellant's "request motion to review the summary judgment: judgment affirmed," treated as a motion for reconsideration pursuant to M.R.Civ.P. 76A(b),

It is ORDERED that the appellant's motion be, and it hereby is, DISMISSED as untimely.

---

Vincent L. McKusick,  
Chief Justice



FOR PUBLICATION

IN THE SUPREME COURT OF THE  
STATE OF MAINE

---

CLEMENT A. ST. HILAIRE,

No. 87-17

Plaintiff-Respondent,

F I L E D

vs.

June 8, 1987

INTERNATIONAL PAPER REALTY CORP.,

James C.

Defendant-Appellant.

Chute, Clerk

---

IN VIOLATION OF A STAY OF

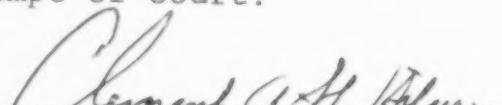
ACTION UNDER M.R.Civ.P. Rule 62.

The following attached (two copies) of advertising of a sale of the property at Garland Pond, in Byron, Maine, which is St. Hilaire's property which is in litigation within two docket numbers, is in violation of an Automatic Stay of Action under Rule 62(a) Docket Number CV-86-518 (No execution nor shall proceedings be taken for or enforcing until the expiration of thirty (30) days after the

entry of a judgment from the appeal.

Rule 62(e) Docket Number  
OXF-87-17, the stay upon an appeal.  
The taking of an appeal for a judgment  
shall operate as a stay of execution  
upon the judgment, during the pending  
of an appeal. In violation of 62(h),  
stay of a judgment as a mulitple claim.  
The Courts may stay enforcing an appeal  
until the entry of a subsequent judgment.  
To serve the benefits there of to the  
party may be in favor.

We acknowledge to the courts,  
the behavior of IPRC was in violation of  
, a stay of action under mulitple claims  
and rest in Contempt of Court.

  
Clement A. St. Hilaire  
725 Prospect Avenue  
Rumford, Maine 04276

FOR PUBLICATION

IN THE SUPREME COURT OF THE  
STATE OF MAINE

---

CLEMENT A. ST. HILAIRE,  
Plaintiff-Respondent,

No. 85-400

vs.

F I L E D  
Nov. 22, 1985

INTERNATIONAL PAPER REALTY CORP.,

Defendant-Appellant.

Vincent L.  
McKusick,  
Chief Justice.

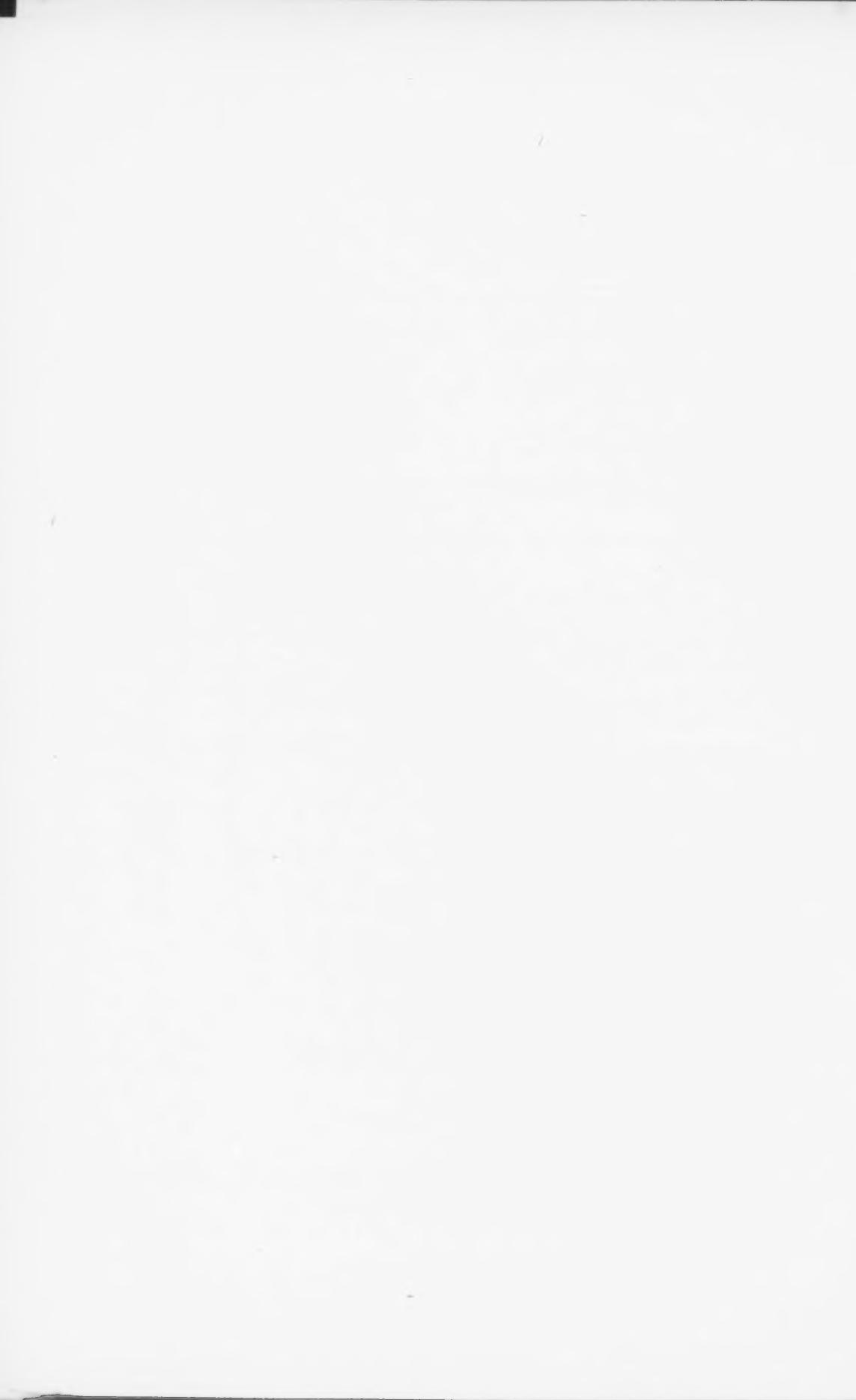
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MCKUSICK, Justice:

Upon motion of Appellant for a stay pending appeal, Whereas the Appellee's response recognizes that the judgment below is already stayed by the operation of M.R.Civ.P. 62(e).

It is ORDERED that the motion be, and it hereby is, DISMISSED, since it seeks unnecessary action from the Court.

\_\_\_\_\_  
Vincent L. McKusick,  
Chief Justice



FOR PUBLICATION

IN THE SUPERIOR COURT OF THE  
STATE OF MAINE

---

INTERNATIONAL PAPER REALTY CORP.,  
Plaintiff-Respondent, No. 86-114

vs. F I L E D  
Dec. 23, 1986

CLEMENT A. ST. HILAIRE,  
Defendant-Appellant, Donna L.  
Howe, Clerk

---

COLE, Justice:

This cause came on for hearing,  
and was argued by counsel, upon the  
District Court Appeal by the Defendant.

It is Ordered, Adjudged and  
Decreed that: The District Court after  
hearing on this action for forcible  
entry and detainer heard this matter on  
7/3/86 and entered an order in favor of  
the Plaintiff on 7/7/86. On July 8, 1986  
the Defendant entered his appeal. This  
Court has been presented no record of the

proceedings below and thus must assume the Judge below had sufficient evidence to support his finding and decision.

The Defendant's Appeal is denied and the matter is remanded to the District Court for entry of judgment in favor of the Plaintiff.

---

Roland Cole, Justice  
Superior Court

FOR PUBLICATION

IN THE SUPERIOR COURT OF THE  
STATE OF MAINE

---

CLEMENT A. ST. HILAIRE,

No. 85-147

Plaintiff-Respondent,

F I L E D  
Jan. 12, 1987

vs.

INTERNATIONAL PAPER REALTY CORP.,

Donna L.  
Howe, Clerk

Defendant-Appellant.

REQUESTS OF FINDINGS OF FACTS

OF THE CONCLUSION OF LAW, SUPERIOR COURT

DOCKET NO. CV-85-147.

The Plaintiff, Clement A. St. Hilaire, requests under M.R.Civ.P. rule 73(a), controversy of facts of a Summary Judgment under M.R.Civ.P. rule 56(d).

When a judgment is rendered, if practicable, shall a certain what material fact exist without substantial controversy and what material facts an order specifying the facts that appear without substantial controversy (damages and relief) of a

Summary Judgment is not in controversy. (Action is just) upon a trial of action of facts so specified shall be deemed established, and a trial shall be conducted accordingly, page 104.

The honorable Judge Thomas E. Delahanty of the Superior Court of Oxford County Maine.

The Plaintiff requests the statements of the presiding judge of the Findings of Facts and the Conclusion of Law, that were necessary in the decision set forth on Docket number CV-85-147. For the results of the Summary Judgment brought forth by the Defendant, International Paper Realty Corporation, of a Breach of Specific Contract of a cottage lot owned by the Plaintiff, Clement A. St. Hilaire, at Garland Pond, Byron, Maine. Which the decision was placed on an order dated January 6, 1987, as a decision.

The question of facts so stated by the honorable Judge, Thomas E.

Delahanty, are not a question of material facts but a genuine issue of Law. The facts concluded in the lease contract, coincides the absence of a genuine factual issue, furthermore, a Summary Judgment is an extreme remedy which should be granted only when the facts before the courts are conclusive preclude.

Friedlander v Hiram Ricker and Son, cited 485, A.2d 965: The Covenant of the lease must be clear and unambiguous in language, purporting no uncertain terms, this leaves the lease unexplicit as to the resurveying of the land and the disturbance of the quiet disturbance of the lease of International Paper Realty Corporation.

The restriction of the use to which the property may be put.

In request the Plaintiff is appealing to the Law Court, to render my adamant position in search of Justice in

a matter of Law.

On January 21, 1987, Motion  
was denied by Justice Thomas E.  
Delahanty.

*Clement A. St. Hilaire*  
Clement A. St. Hilaire  
725 Prospect Avenue  
Rumford, Maine 04276

INTERNATIONAL PAPER COMPANY  
9 Green Street, Augusta, Maine 04330

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS  
that, for an in consideration of the  
mutual understandings, undertakings,  
considerations to be paid and received,  
and the terms and conditions hereinafter  
set forth, it is UNDERSTOOD AND AGREED  
by and between International Paper  
Company and Clement A. and Grace A. St.  
Hilaire that by Sportsman's Land License,  
No. ME-2099-SL, executed by and between  
the parties hereto on the 31st day of  
May, 1980, be and the same hereby is,  
amended as follows:

Lease number changes to ME-2099-  
SL, all other conditions being the same,  
said lease extends the effective term  
through May 1, 1986 at the following

### schedule of rent increases:

1983 - \$175.00  
1984 - \$225.00  
1985 - \$275.00

Except as altered, modified and amended to the extent and in the particulars hereinbefore set out, the said parties do hereby ratify and confirm all and singular the provisions of the aforesaid Sportsman's Land Lease.

IN WITNESS WHEREOF, the parties  
hereto have caused this instrument to be  
duly executed in triplicate original  
counterparts on this 18th day of April,  
1983.

## INTERNATIONAL PAPER COMPANY

By Regional Manager  
Land & Timber - Northeast

By Lessee

WITNESS: By Lessee

INTERNATIONAL PAPER REALTY CORP.

9 GREEN STREET

AUGUSTA, MAINE 04330

PHONE: (207) 623-2931

C.A. St. Hilaire  
457 Blanchard St.  
Rumford, ME 04276

INVOICE # 8508

DATE: 6/01/85

FIRST BILLING

FOR RENT OF: Camp Lot

LOT NUMBER(s): 12

LOCATED AT: Garland Pond

TOWN OF: Byron

COUNTY OF: Oxford

STATE OF: Maine

PERIOD COVERED: Twelve Months from  
invoice date

LEASE NUMBER: IPR-2099 AMOUNT DUE: \$175.00

PAYMENT DUE UPON  
RECEIPT

PLEASE REMIT AMOUNT DUE TO:

INTERNATIONAL PAPER REALTY CORP.  
9 GREEN STREET  
AUGUSTA, MAINE 04330

ANN ARBOR

To ↑

85 = degree

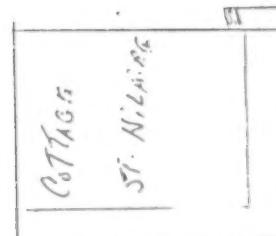
in Quist, 1910



89° degree - 15° - 29°

240°

4° 42' N 41'



29° - 11° 37°

85 = degree

W 52

To  
ALTON HOGGS

New Lon 82° East  
28 12

QUIT-CLIAM DEED WITH COVENANT

KNOW ALL MEN BY THESE PRESENTS, that  
INTERNATIONAL PAPER REALTY CORPORATION,  
a corporation organized and existing  
under the laws of the State of Delaware  
and located at Augusta in the County of  
Penobscot and State of Maine. In  
consideration of one dollar (\$1.00) and  
other valuable consideration, paid by  
JOHN ROSENWALD and ANN ARBOR, husband  
and wife, whose mailing address is 810  
Emerson Street, Beloit, WI 53511, the  
receipt whereof it does hereby acknowledge,  
does hereby REMISE, RELEASE, BARGAIN,  
SELL and CONVEY, and FOREVER QUIT-CLAIM  
unto the said John Rosenwald and Ann  
Arbor, as joint tenants and not as tenants  
in common, their heirs and assigns for-  
ever, the premises described in Exhibit A  
attached hereto; SUBJECT, NEVERTHELESS,  
to the several covenants, rights, conditions

and reservations described in Exhibit B  
Attached hereto.

For the within grantor's source  
of title to the above-described premises,  
reference may be had to quitclaim deed  
from International Paper Company to the  
within grantor, dated February 29, 1984,  
recorded in Oxford County Registry of  
Deeds, Book 1250, Page 75.

TO HAVE AND TO HOLD the  
aforegranted and bargained premises,  
with all the privileges and appurten-  
ances thereunto belonging, to the said  
John Rosenwald and Ann Arbor, as joint  
tenants and not as tenants in common,  
their heirs and assigns, to them and  
their use and behoof forever.

And the said grantor  
corporation does covenant with the said  
grantees.

